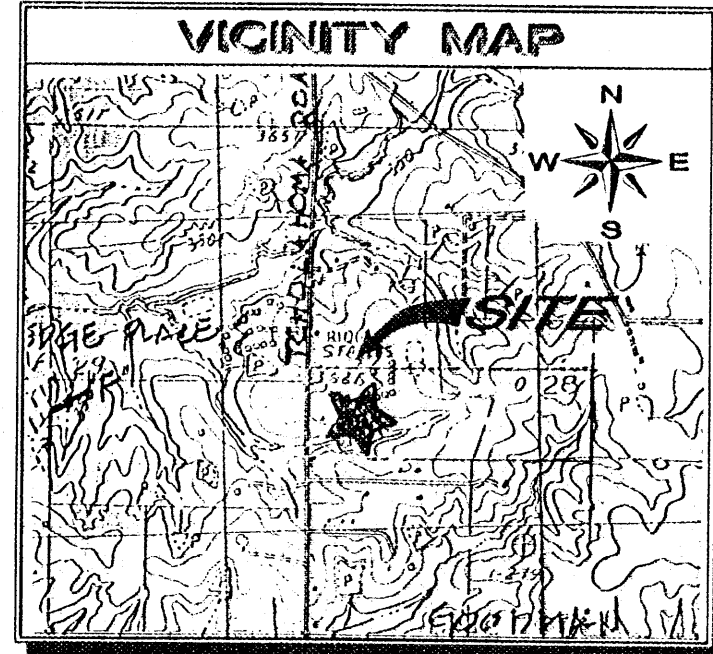


SOUTHERN TRACE SUBDIVISION

SECTION 'A'

PROPOSED SOUTHERN TRACE COVENANTS

1. ALL LOTS IN THIS SUBDIVISION SHALL BE KNOWN AS RESIDENTIAL LOTS AND NO STRUCTURE SHALL BE ERECTED ON ANY ONE LOT OTHER THAN ONE SINGLE FAMILY RESIDENCE AND GARAGE OR CARPORT AND NOT MORE THAN ONE DETACHED STORAGE BUILDING OR GARAGE. NO RECREATIONAL VEHICLE, BOAT, CAMPING TRAILER NOR TRACTOR-TRAILER VEHICLE SHALL BE PARKED OR STORED ON ANY LOT UNLESS IT IS BEHIND THE FRONT BUILDING LINE AND ENCLOSED BEHIND SOLID WOOD FENCE, BRICK OR STUCCO WALL.
2. BUILDING LINE SETBACKS SHALL BE LEFT TO THE DISCRETION OF THE BUILDING INSPECTOR AND THE INTERPRETATION OF THE ZONING ORDINANCE BUT IN NO CASE SHALL THE FRONT SETBACK BE LESS THAN 35 FEET.
3. NO OBNOXIOUS OR OFFENSIVE TRADE OR ACTIVITY SHALL BE CARRIED UPON ANY LOT, NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BE OR BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.
4. VEGETABLE GARDENING SHALL BE ALLOWED ONLY TO THE REAR OF THE HOME. NO ANIMALS, LIVESTOCK OR POULTRY OF ANY KIND SHALL BE RAISED, KEPT OR BRED ON ANY LOT EXCEPT DOGS, CATS AND OTHER HOUSEHOLD PETS WHICH MAY BE PROVIDED THEY ARE NOT BRED FOR ANY COMMERCIAL PURPOSES. NO COMMERCIAL BREEDING IS ALLOWED.
5. ALL DWELLINGS SHALL CONTAIN A MINIMUM OF 1800 SQUARE FEET OF FINISHED HEATED LIVING AREA AND 2000 SQUARE FEET OF TOTAL AREA. NO BUILDING SHALL BE MORE THAN TWO STORIES IN HEIGHT, BUT THE FLOOR SPACE OF THE SECOND STORY MAY BE INCLUDED IN COMPUTING THE MINIMUM SQUARE FEET HEATED LIVING AREA WHICH IS ALLOWABLE SO LONG AS AT LEAST 900 SQUARE FEET IS ON THE FIRST FLOOR.
6. NO STRUCTURE OF A TEMPORARY CHARACTER SUCH AS A TRAILER, GARAGE, BARN OR OTHER OUTBUILDING SHALL BE USED ON ANY LOT AT ANY TIME AS A RESIDENCE EITHER TEMPORARILY OR PERMANENTLY. CONSTRUCTION OF NEW BUILDINGS ONLY SHALL BE PERMITTED, IT BEING THE INTENT OF THIS COVENANT TO PROHIBIT THE MOVING OF ANY EXISTING BUILDING ONTO A LOT AND REMODELING OR CONVERTING SAME INTO A DWELLING UNIT.
7. NO MOTOR VEHICLE OR ANY OTHER VEHICLE, INCLUDING A BOAT, MOTOR BOAT, TRAILER, LAWN MOWER, TRACTOR OR SIMILAR VEHICLE MAY BE STORED ON ANY LOT FOR THE PURPOSES OF REPAIR OF SAME, AND NO A-FRAME OR MOTOR MOUNT MAY BE PLACED ON ANY LOT. NO DISABLED AUTO OR ANY TYPE VEHICLE MAY BE STORED ON ANY LOT. NO REPAIR OF AUTOMOBILES OR ANY OTHER VEHICLES OR PROPERTY, INCLUDING THOSE ENUMERATED IN ANY OF THE RESTRICTIONS, SHALL TAKE PLACE ON ANY LOT WHERE SUCH REPAIRS CONSTITUTE OR ARE DONE FOR A COMMERCIAL PURPOSE.
8. NO WIRE OR CHAINLINK FENCES WILL BE ALLOWED ON ANY LOT. FENCE MATERIAL WILL CONSIST OF WOOD, BRICK OR STUCCO AND SHALL NOT EXCEED SIX FEET IN HEIGHT. NO FENCE SHALL BE CLOSER THAN 35 FEET FROM A PUBLIC RIGHT-OF-WAY EXCEPT FOR LANDSCAPE SCREEN FENCES AND SUBDIVISION ENTRANCE FENCING CONSTRUCTED BY THE DEVELOPER.
9. ALL EXTERIOR WALLS OF HOMES SHALL BE FINISHED WITH AT LEAST 68% BRICK OR STUCCO AS APPROVED BY THE DEVELOPER.
10. NO BUILDING SHALL BE ERECTED ON ANY LOT IN THE SUBDIVISION UNTIL THE BUILDING PLANS, SPECIFICATIONS AND PLOT PLAN SHOWING THE LOCATION OF SUCH BUILDING, HAVE BEEN APPROVED AS TO CONFORMITY AND HARMONY WITH EXISTING STRUCTURES IN THE SUBDIVISION AND AS TO LOCATION OF THE BUILDING WITH RESPECT TO TOPOGRAPHY AND FINISHED GROUND ELEVATION BY THE DEVELOPER, OR BY A DULY APPOINTED REPRESENTATIVE OF SAID DEVELOPER. IN THE EVENT THAT SAID CORPORATION, OR ITS REPRESENTATIVES FAIL TO APPROVE OR DISAPPROVE SUCH DESIGN AND LOCATION WITHIN A PERIOD OF THIRTY (30) DAYS AFTER SAID PLAN AND SPECIFICATIONS HAVE BEEN SUBMITTED TO THEM, OR IF NO LITIGATION TO ENJOIN THE ERECTION OF SUCH BUILDING OR THE MAKING OF SUCH ALTERATIONS HAS BEEN COMMENCED PRIOR TO THE COMPLETION THEREOF, SUCH APPROVAL WILL NOT BE REQUIRED AND THIS COVENANT SHALL BE DEEMED FULLY COMPLIED WITH, NEITHER THE MEMBERS OF THE CORPORATION NOR ITS DESIGNATED REPRESENTATIVE SHALL BE ENTITLED TO ANY COMPENSATION FOR SERVICES PERFORMED PURSUANT TO THIS COVENANT.
11. CONSTRUCTION OF ANY DWELLING SHALL BE COMPLETED WITHIN TWELVE (12) MONTHS FROM COMMENCEMENT OF CONSTRUCTION.
12. THE DEVELOPER RESERVES TO ITSELF THE RIGHT TO IMPOSE ADDITIONAL AND SEPARATE RESTRICTIONS ON ANY LOT HEREAFTER SOLD IN THIS SUBDIVISION. SAID RESTRICTIONS NEED NOT BE UNIFORM AND MAY DIFFER AS TO DIFFERENT LOTS.
13. IF THE PARTIES HERETO OR ANY OF THEM OR THEIR HEIRS OR ASSIGNS SHALL VIOLATE ANY OF THE COVENANTS OR RESTRICTIONS HEREIN BEFORE THEY EXPIRE, IT SHALL BE LAWFUL FOR ANY OTHER PERSON OR PERSONS OWNING LOTS IN THIS SUBDIVISION TO PROSECUTE ANY PROCEEDINGS AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT OR RESTRICTION AND EITHER TO PREVENT HIM OR THEM FROM DOING SO OR TO RECOVER DAMAGES FOR SUCH VIOLATIONS.
14. INVALIDATION OF ANY ONE OF THE COVENANTS BY JUDGEMENT OR COURT ORDER IN NO WAY AFFECTS ANY OF THE OTHER PROVISIONS WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.
15. THESE COVENANTS ARE TO RUN WITH THE LAND AND SHALL BE BINDING ON ALL PARTIES AND ALL PERSONS CLAIMING UNDER THEM FOR A PERIOD OF TWENTY-FIVE (25) YEARS FROM THE DATE THESE COVENANTS ARE RECORDED. AFTER THAT TIME SAID COVENANTS SHALL AUTOMATICALLY BE EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS UNLESS AN INSTRUMENT SIGNED BY A MAJORITY OF THE THEN OWNERS OF LOTS HAS BEEN RECORDED AGREEING TO CHANGE SAID COVENANTS IN WHOLE OR IN PART.



LEGAL DESCRIPTION

DESCRIPTION OF A 19.06, more or less, ACRE TRACT OF LAND BEING KNOWN AS SOUTHERN TRACE SUBDIVISION BEING LOCATED IN THE NORTH-HALF OF THE OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 7 WEST, DESOTO COUNTY, MISSISSIPPI and is further described by metes and bounds as follows:

Begin at an iron stake (set) in the easterly line of Tchulahoma Road (106' R.O.W.), said stake being 188.00 feet northward and 5.1 feet eastward from the southwest corner of Section 28, Township 1 South, Range 7 West; thence North 00 degrees 10 minutes 41 seconds West 469.99 feet with the easterly line of said Road to an iron stake (set); thence North 89 degrees 45 minutes 09 seconds East 284.73 feet to an iron stake (found); thence North 00 degrees 16 minutes 50 seconds West 250.47 feet to an iron stake (found); thence South 89 degrees 40 minutes 26 seconds East 886.82 feet to an iron stake (set); thence South 00 degrees 19 minutes 34 seconds West 197.47 feet to an iron stake (set); thence North 89 degrees 40 minutes 26 seconds West 35.00 feet to an iron stake (set); thence South 00 degrees 19 minutes 34 seconds West 148.00 feet to an iron stake (set); thence South 89 degrees 40 minutes 26 seconds East 170.00 feet to an iron stake (set); thence South 00 degrees 19 minutes 34 seconds West 148.00 feet to an iron stake (set); thence South 89 degrees 40 minutes 26 seconds East 29.32 feet to an iron stake (set); thence South 00 degrees 19 minutes 34 seconds West 231.49 feet to an iron stake (set); thence South 89 degrees 38 minutes 10 seconds West 679.80 feet to an iron stake (set); thence North 26 degrees 40 minutes 07 seconds West 199.90 feet to an iron stake (set); thence North 89 degrees 44 minutes 57 seconds West 442.70 feet to the point of beginning containing 19.06, more or less, acres of land being subject to all codes, regulations and revisions, easements and right-of-ways of record.

DATE: 21 FEBRUARY 1994.

Joinder of Plat
ASSIGNMENT OF THIS INSTRUMENT RECORDED IN BOOK
NO. 285 PAGE 419
THIS THE 23 DAY OF May 19 95
W. E. Davis
by N. Graham, D.C.

Joinder of Plat
ASSIGNMENT OF THIS INSTRUMENT RECORDED IN BOOK
NO. 285 PAGE 417
THIS THE 23 DAY OF May 19 95
W. E. Davis
by N. Graham, D.C.

OWNER'S CERTIFICATE

I, John M. C. Rec, OWNER OR AUTHORIZED REPRESENTATIVE OF THE OWNER OF THE PROPERTY, HEREBY ADOPT THIS AS MY PLAN OF SUBDIVISION AND DEDICATE THE RIGHT-OF-WAY FOR THE ROADS AS SHOWN ON THE PLAT OF THE SUBDIVISION TO THE PUBLIC USE FOREVER AND RESERVE FOR THE PUBLIC UTILITIES THE UTILITY EASEMENTS AS SHOWN ON THE PLAT. I CERTIFY THAT I AM THE OWNER IN FEE SIMPLE OF THE PROPERTY AND THAT NO TAXES HAVE BECOME DUE AND PAYABLE. THIS THE 23 DAY OF May, 1995.

NOTARY'S CERTIFICATE
STATE OF MISSISSIPPI, COUNTY OF DESOTO

PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR THE SAID COUNTY AND STATE, ON THE 23 DAY OF May, 1995, John M. C. Rec, WHO ACKNOWLEDGED THAT HE/HE IS John M. C. Rec OF K&JH, Inc CORPORATION, AND THAT FOR AND ON BEHALF OF THE SAID CORPORATION, AND AS ITS ACT AND DEED HE/SHE EXECUTED THE ABOVE AND FOREGOING CERTIFICATE, FOR THE PURPOSES MENTIONED ON THE DAY AND YEAR HEREIN MENTIONED, AFTER FIRST HAVING BEEN DULY AUTHORIZED BY SAID CERTIFICATE SO TO DO.

W. E. Davis
NOTARY PUBLIC
MY COMMISSION EXPIRES 1996

DESOTO COUNTY PLANNING COMMISSION

APPROVED BY THE DESOTO COUNTY PLANNING COMMISSION ON THE 23 DAY OF May, 1995
W. E. Davis SECRETARY
W. E. Davis CHAIRPERSON

DESOTO COUNTY BOARD OF SUPERVISORS

APPROVED BY THE BOARD OF SUPERVISORS OF DESOTO COUNTY, MISSISSIPPI, THIS THE 23 DAY OF May, 1995
W. E. Davis CHAIRMAN
W. E. Davis CLERK FOR THE BOARD
W. E. Davis PRESIDENT

STATE OF MISSISSIPPI

COUNTY OF DESOTO
I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON WAS FILED FOR RECORD IN MY OFFICE AT 2:00 O'CLOCK P. M. ON THE 23 DAY OF April, 1995 AND WAS IMMEDIATELY ENTERED UPON THE PROPER INDEXES AND DULY RECORDED IN PLAT BOOK 49, PAGE 23.

CERTIFICATE OF ENGINEER

THIS IS TO CERTIFY THAT I HAVE DRAWN THIS SUBDIVISION PLAT SHOWN HEREON AND THE PLAT OF SAME IS ACCURATELY DRAWN FROM 5 SURVEY AND BROOD SURVEY BY ME.

MORTGAGEE'S CERTIFICATE

Trustmark National Bank, MORTGAGEE OF THE PROPERTY HEREON, HEREBY ADOPT THIS AS OUR PLAN OF SUBDIVISION AND DEDICATE THE RIGHT-OF-WAY FOR THE ROADS AS SHOWN ON THE PLAT OF THE SUBDIVISION TO THE PUBLIC USE FOREVER AND RESERVE FOR THE PUBLIC UTILITIES THE UTILITY EASEMENTS AS SHOWN ON THE PLAT. I CERTIFY THAT I AM THE MORTGAGEE IN FEE SIMPLE OF THE PROPERTY AND THAT NO TAXES HAVE BECOME DUE AND PAYABLE. THIS THE 23 DAY OF April, 1995.

NOTARY'S CERTIFICATE
STATE OF MISSISSIPPI, COUNTY OF DESOTO

PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR THE SAID COUNTY AND STATE, ON THE 23 DAY OF April, 1995, W. E. Davis, WHO ACKNOWLEDGED THAT HE/HE IS W. E. Davis OF Trustmark National Bank CORPORATION, AND THAT FOR AND ON BEHALF OF THE SAID BANK, AND AS ITS ACT AND DEED HE/SHE EXECUTED THE ABOVE AND FOREGOING INSTRUMENT, AFTER FIRST HAVING BEEN DULY AUTHORIZED BY SAID BANK SO TO DO.

W. E. Davis
NOTARY PUBLIC
MY COMMISSION EXPIRES 1997

FINAL PLAT OF
SECTION A
SOUTHERN TRACE
SUBDIVISION
SECTION 28, TOWNSHIP 1 SOUTH, RANGE 7 WEST
DESOTO COUNTY, MISSISSIPPI

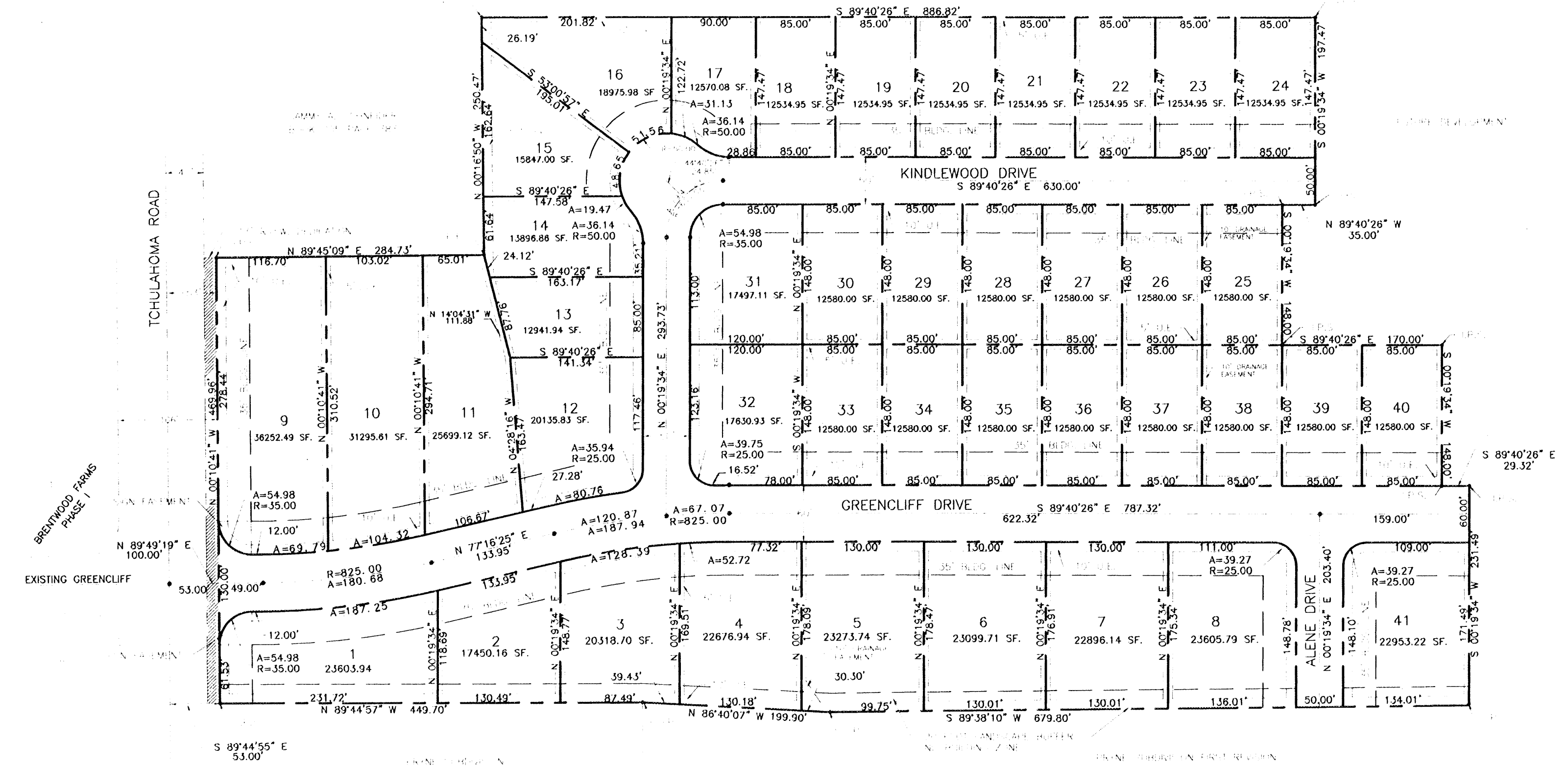
FEBRUARY, 1995

ZONING R-1
TOTAL AREA 19.06
TOTAL LOTS 41

DEVELOPER
K&JH
3139 WHEELS SUITE 100
MEMPHIS, TN 38119

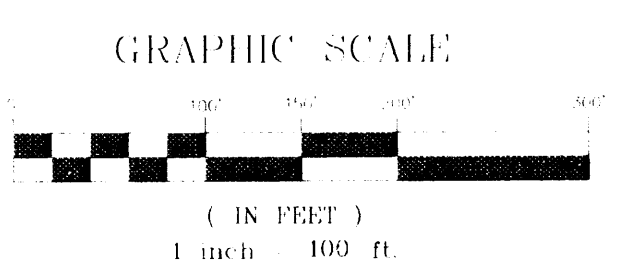
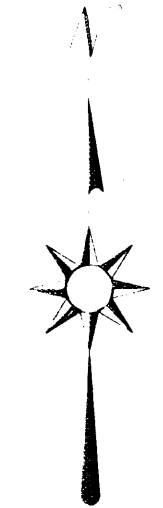
SES SMITH
ENGINEERING & SURVEYING
INCORPORATED
1000 W. 10TH ST. SUITE 100
MEMPHIS, TN 38119
248-1111

1 OF 2



NOTES:
1. BEYOND THE PLAT, ALL REAR LOT CORNERS
2. THESE MARKS PLACED IN LINE 10' FROM ALL FRONT
3. LOT CORNERS AT CORNER
4. THE PLAT IS A MEASUREMENT OF THE DEVELOPER
5. AND THE MEASUREMENTS CONDUCTED THEREON AND THE
6. PROPERTY OF THE DEVELOPER.

29/28
32/33



FINAL PLAT OF
SECTION A
**SOUTHERN TRACE
SUBDIVISION**
SECTION 28, TOWNSHIP 1 SOUTH, RANGE 7 WEST
DESOTO COUNTY MISSISSIPPI
SCALE 1"=100'
FEBRUARY, 1995
ZONING R-1
TOTAL AREA 19.06
TOTAL LOTS 41
DEVELOPER
KSM INC
5159 WHEELS SUITE 108
MEMPHIS, TN 38117
SES SMITH
ENGINEERING & SURVEYING
2010 100 100
2010 100 100